

SECTION 01843
ELEVATOR MAINTENANCE AGREEMENT

In this document, "Contractor" is used to refer to the construction contractor, while "Vendor" refers to the party entering into the Elevator Maintenance Agreement with the Owner.

GENERAL INFORMATION (as applicable)

Owner's Contract number _____

DGS Vendor I.D. number _____

Owner: State of Tennessee _____

Owner Agency _____

Billing Address: _____

Vendor: Name: _____

Address: _____

Orders to: _____

Payment to: _____

Contact: _____

Phone: _____

Contractor (Name and Address): _____

Contact:: _____

Elevator(s) installed under SBC Project No.: _____

The Elevator Listing Attachment is further identified by reference as follows:

(Here insert needed additional description)

ELEVATOR MAINTENANCE AGREEMENT SPECIFICATIONS

I. SCOPE AND TERM OF CONTRACT:

This contract covers routine and preventative maintenance and repair for elevators listed in the Elevator Listing Attachment referenced above and hereby made a part of this Agreement. Machinery and equipment shall be maintained in accordance with minimum condition required by Tennessee Elevator Law rules and regulations, terms and conditions of this contract, and good maintenance practice. This contract shall be for an initial period of twelve (12) months, beginning upon certification of Substantial Completion, as defined in the construction contract, of the elevators listed in the Elevator Listing Attachment, with four (4) Owner options to extend for a period of twelve (12) months each. Owner shall also have the right to extend the contract period a maximum of one hundred eighty (180) days beyond the normal expiration date not to exceed a total of sixty (60) months.

II. MONTHLY MAINTENANCE VISITS

Vendor shall inspect each elevator at least once each month, not including service calls. During monthly maintenance visits, Vendor shall:

- A. ADJUSTMENTS:** Adjust machinery and equipment as required. Circuit breakers or main line switches, together with fuses for same are excluded. Vendor shall maintain the performance times as outlined in the modernization specification for each unit. These times include door open & close times, door dwell times, car speeds and floor to floor times. In addition to the performance times the Vendor shall maintain a smooth quiet ride for each unit.
- B. CLEANING:** Remove accumulated dirt, dust, and rubbish from machine rooms, hoistways, and pits. Furnish cleaning supplies and tools. Cleaning and refinishing of interiors of cars and exteriors of hoistway doors and frames are excluded. Complete hoistway clean downs shall be performed no less than annually, car tops and car door equipment shall be cleaned no less than quarterly and machine rooms and pits monthly as a minimum.
- C. LUBRICATION:** Lubricate machinery and equipment with materials recommended by the manufacturer of the specific machinery and equipment. Furnish lubricants.
- D. REPAIRS:** Determine nature and extent of parts and labor required to restore machinery and equipment to satisfactory performance condition. (See also paragraph "III")
- E. LABOR, PARTS, TOOLS, AND SUPPLIES:** Provide labor, parts, tools, cleaning supplies, miscellaneous supplies, and lubricants required to complete services. Parts shall be those of original manufacturer, to maintain system integrity. All costs for parts and supplies shall include any related shipping costs and all applicable taxes.

III. REPAIRS:

- A. TRACTION TYPE:** Vendor shall furnish and install or repair when and as necessary: machine motors, motor generator, controllers, hoist cables, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, magnet frames, cams, car door and hoistway door hangers tracks, and guides, door operating devices, interlocks, and contacts, car gates, safety devices, governors, push buttons, enunciators, shell lanterns and indicators, lamps replacements in systems, and other elevator signal and accessory equipment complete.
- B. HYDRAULIC TYPE:** Vendor shall furnish and install or repair when and as necessary: power unit, pump motor and controller including valves, including relief valve, pilot, lowering, leveling, and check valves; or any of the parts thereof; V-belts, strainers, spring and gaskets; controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit; plunger, guide bearings, packing gland; guide rails and guide shoes. Maintain hydraulic fluid at proper operating level.
- C. EXCLUSIONS:** Vendor shall not: supply and replace incandescent or fluorescent lamps for car light fixtures, or floor covering on elevator car platforms; make renewals or repairs necessitated by reason of negligence or misuse of equipment by persons other than Vendor or Vendor's representatives and employees, or by reason of cause beyond control of Vendor, except normal wear and tear; nor add new attachments as may be recommended or directed by inspection firms or by federal, state, municipal, or other government authorities.

IV. INSPECTIONS AND TESTS

- A.** Annually during the third quarter, Vendor shall conduct comprehensive inspections of equipment and systems covered by this Agreement.
- B.** During the third quarter, Vendor shall conduct comprehensive load tests on those elevators identified in accordance with paragraph V.C.
- C.** Inspections will be made by statutorily authorized agencies. Citations and recommendations in accord with terms and conditions of this contract may be issued by inspectors, and Vendor shall comply with citations and recommendations within ten (10) days.
- D.** Service work, parts, materials, equipment, and supplies used in performance of this contract are subject to inspection and test. Items that do not meet specifications will be rejected, and Owner may withhold payment until corrections are made. Failure to reject upon receipt, however, does not relieve Vendor of liability. When subsequent tests, after receipt, are conducted and reveal defective material or workmanship, the Owner may seek damages regardless of whether part or all of the item has been consumed.

V. REPORTS

- A.** Vendor will leave completed service tickets detailing the purpose of each visit. Such tickets will describe the maintenance performed, repair made, or the reported call and the corrective action taken.
- B.** Vendor will submit quarterly reports summarizing services performed, current condition of elevators, and other pertinent information. Reports are due by the tenth day following end of quarter.
- C.** As a part of the second quarterly report, Vendor shall identify elevators covered by this Agreement which are due for load testing before the end of the fourth quarter, and identify the date on which load tests and inspections required by paragraphs IV.A and IV.B shall be performed. Load Testing is required every five years.
- D.** As a part of the third quarterly report, Vendor shall report the conditions found during inspections and tests required by paragraphs IV.A and IV.B, and propose remedies for defects and maintenance problems.

VI. TECHNICAL ASSISTANCE

Vendor shall furnish competent technical assistance on the type equipment installed within twenty-four (24) hours of Owner's request at no additional charge.

VII. EMERGENCY CALLS

Vendor shall provide prompt emergency call-back service in response to requests by telephone or otherwise from the Facility Manager or designee in case of a shut down or if other emergency trouble should develop between regular examinations. This call-back service shall be rendered as requested regardless of time or of day of week. Call back service shall restore elevator to operating condition at no additional cost regardless of time of day. Vendor shall respond on-site to normal call backs within one (1) hour during normal working hours and within two (2) hours after hours. Entrapment calls and dispatch failures will be responded to on-site within thirty (30) minutes during regular working hours and one (1) hour after hours.

VIII. HOURS OF WORK

Work required in performance of contract shall be performed during regular working hours of regular working days of the trade, except Vendor shall provide prompt emergency call-back service regardless of time or day of week at prices indicated.

IX. WARRANTY

Vendor warrants products and services provided under this Agreement to be free of defects for one year. Vendor shall provide Owner copies of manufacturers' standard parts warranties within one month of execution of this Agreement; and, in the event of a change in terms, provide Owner copies of modifications as soon as they become available.

X. INSURANCE: Vendor shall provide:

- A. WORKER'S COMPENSATION:** In amounts required by law.
- B. PUBLIC LIABILITY AND PROPERTY DAMAGE:** to cover all operations under the Agreement, with bodily injury and death liability limits not less than \$100,000 for one person and \$300,000 for each accident, and property damage liability limits not less than \$50,000 for each accident plus coverage for equipment being moved or serviced.

XI. PERFORMANCE GUARANTEE:

Vendor shall provide a renewable performance guarantee to the Owner within ten (10) working days after request, in the amount of 100% of the value of the Agreement, to ensure performance over the entire term of the contract, in one of the following forms:

- A.** A renewable performance bond, issued by a surety company licensed to do business in the State of Tennessee by the Tennessee Department of Commerce and Insurance;
- B.** A bank cashier's check made payable to State of Tennessee; or,
- C.** An irrevocable letter of credit or a certificate of deposit which shall be held by the Owner, from a state or national bank or a state or federal savings and loan association having its principal offices in Tennessee, subject to approval of terms and conditions of said irrevocable letter of credit or certificate of deposit.

XII. SERVICE ORGANIZATION

Vendor shall have an adequate service organization with local service representatives for the geographical area encompassing the machinery and equipment serviced under this agreement. Such service representatives shall be employees of Vendor or designated by Vendor as Vendor's authorized representative on a full time basis and not as a subcontractor. No part of this agreement may be assigned, sublet, or transferred without the written consent of the Owner. Owner's communications to service representatives shall have full effect of communication to Vendor.

XIII. INVENTORY AND TIME IN BUSINESS

Prior to entering into this Agreement, Vendor shall have occupied a bonafide place of business with a representative inventory of products or supplies necessary for prosecution of this Agreement for at least one year. Vendor shall successfully completed comparable contracts for at least three customers within the past year, and if requested by Owner shall provide evidence of same and any other evidence required and requested in order to establish evidence of their ability to furnish products and services specified herein. Vendor shall maintain, or ensure availability of, personnel, equipment, and supplies sufficient to perform on time.

XIV. COMPENSATION

- A. ANNUAL SERVICE CHARGES:** Annual service charges shall be firm for the period quoted, and there shall be no increase within the entire contract period. Annual service charges to be paid by Owner to Vendor under terms of this Agreement shall not exceed:

First 12 months: \$ _____
Second 12 months: \$ _____
Third 12 months: \$ _____
Fourth 12 months: \$ _____
Fifth 12 months: \$ _____
TOTAL for 60 months: \$ _____

- B. OTHER WORK DIRECTED BY OWNER:** Owner may direct Vendor to provide services other than those included under Annual Service Charges. Hourly Rates, Trip Charges, and Repair Parts apply to such work. Vendor shall bill the Owner based upon the following terms.

Terms:

- 1. Regular Time:** Daily hours 8:00 a.m. to 4:30 p.m., Monday through Friday excluding legal holidays as proclaimed by the State Commissioner of Personnel. Regular Hourly Labor Rate unit cost shall apply to services during these hours.
- 2. Premium Time:** Hours from 4:31 p.m. to 7:59 a.m., Monday through Friday; Saturdays, Sundays, and holidays as proclaimed by the State Commissioner of Personnel. Premium Hourly Labor Rate unit cost shall apply to services during these hours.
- 3. Trip Charge:** Such charges are limited to a single charge per round trip and per given service call. Trip charges, as bid, shall include all associated expenses. Return trips associated with the same service call that is required due to obtaining parts, returning to complete work, or call-back due to incomplete and/or unsatisfactory work shall not be considered for a "trip charge".

4. **Repair Parts and Equipment:** All repair parts and equipment will be billed at Vendor's cost. No markup will be allowed for repair parts. The Vendor shall submit as backup information a copy of the original purchase invoice(s) as proof of cost for parts. This must accompany the job invoice in order for the Owner to process payment for services performed. If no purchase invoice is available for proof of cost for repair parts, the Owner may verify current market value and if necessary, alter the payment invoice to reflect market price.
5. Labor Rate Unit Costs to be paid by Owner to Vendor under terms of the Agreement are as follows:

Regular Hourly Labor Rate: \$ _____
Premium Hourly Labor Rate: \$ _____
Per Trip Charge: \$ _____

- C. BILLING AND PAYMENT:** Vendor shall submit monthly invoices to the Owner Agency after that month's regular services are performed according to the rates per month set forth in the Elevator Listing Attachment. Vendor shall direct questions regarding payment to the Contract Administrator identified in the Departmental Purchase Order. Payment will be made monthly by the Owner Agency in accordance with appropriate invoices.

XV. EXAMINATION AND AUDIT OF BOOKS AND RECORDS:

Owner may, at reasonable times, examine and audit the books and records of Vendor or Vendor's subcontractors, where such books and records relate to the performance of contract or subcontract with Owner. Such books and records shall be kept in conformity with generally accepted accounting principals and maintained by Vendor and subcontractors for a period of three (3) years from the date of final payment under this contract, or under subcontract pursuant to this contract. Said examination or audit may be performed at any reasonable time by the Purchasing Division of the Tennessee Department of General Services, or by the Comptroller of the Treasury, or their duly appointed representative(s). Vendor shall require a clause to this effect in subcontracts which relate to the performance of this contract.

XVI. CONTRACT ADMINISTRATION:

- A. Questions or problems arising from order and delivery procedures should be directed to the Contract Administrator identified in the Departmental Purchase Order.
- B. The Owner, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Vendor's bid.
- C. Contracts are entered into solely for the convenience of the Owner. The Vendor understands and agrees that the Owner, as a signatory party to the contract, is solely responsible for its performance, and that the officers and employees of the Owner act exclusively as agents of the Owner for administration of contracts, and are not personally liable of any performance or nonperformance by the Owner.

XVII. CANCELLATION:

- A. **TERMINATION FOR CONVENIENCE:** The Owner may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Vendor at least ninety (90) days written notice before the effective cancellation date. The Vendor shall be entitled to receive compensation for goods shipped or services satisfactorily completed as of the cancellation date, but in no event shall the Owner be liable to the Vendor for compensation for any goods or services which have not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

- B. TERMINATION FOR CAUSE:** If the Vendor fails to fulfill its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, the Owner shall have the right to immediately terminate the contract upon written notice of intent to cancel. The Owner shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by virtue of any breach of the contract by the Vendor.
- C.** At the end of any fiscal year any contract may be cancelled by the Owner without notice, in the event that funds to support the contract become unavailable.
- D.** The Vendor will be required to honor all purchase orders that were prepared and dated prior to the date of termination, if received by the Vendor with a period of thirty (30) days following the date of termination.
- E.** Should any work under this contract be substandard or not to specifications, unless such deviation is approved by Owner and Owner's Designer in writing, Owner may cancel this contract and proceed against the performance bond.

IN WITNESS WHEREOF, Vendor thus agrees to be bound by the terms of this agreement upon issuance of the Owner's Purchase Order accepting this agreement.

ON BEHALF OF VENDOR:

	_____	<i>Name of Signatory</i>
	_____	<i>Title of Signatory</i>
_____ <i>Vendor's authorized signature</i>		_____ <i>date of signature</i>